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COMPLETE TITLE OF CASE:

THE ESTATE OF HENRY E. HUGHES BY ALICE J. HUGHES, PERSONAL
REPRESENTATIVE AND ALICE J. HUGHES,

Appellant

v.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY.

Respondent

DOCKET NUMBER WD78887

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: MARCH 29, 2016

Appeal From:

Circuit Court of Henry County, MO
The Honorable James Kelso Journey, Judge

Appellate Judges:

Division Four
Alok Ahuja, P.J., Anthony Rex Gabbert, J., Thomas Fincham, Sp. J.

Attorneys:

Dale Lee Beckerman, Tanya Marie Rodecker Wendt, Kansas City, MO, Counsel for Respondent

Attorneys:

Jeffery Thomas Adams, Clinton, MO

Counsel for Appellant

**MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**THE ESTATE OF HENRY E. HUGHES BY
ALICE J. HUGHES, PERSONAL
REPRESENTATIVE AND ALICE J. HUGHES,**

Appellant,

v.

**STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,**

Respondent.

WD78887

Henry County

Before Division Four Judges: Alok Ahuja, P.J., Anthony Rex Gabbert, J., Thomas Fincham, Sp. J.

Alice Hughes appeals the trial court’s grant of summary judgment in favor of State Farm Mutual Automobile Insurance Company (“State Farm”) and the denial of her own competing motion for summary judgment. She contends that State Farm was not entitled to summary judgment because there was an ambiguity in her insurance policy as to the stacking of underinsured motorist (“UIM”) coverage in that the Declarations page provides \$50,000 UIM coverage with no limit of liability or coverage, and the insuring agreement and the limit of liability fail to include any language limiting liability or coverage.

AFFIRMED

Division Four holds:

The trial court did not err in granting State Farm’s summary judgment motion (nor in denying Hughes’s competing motion) because the UIM “anti-stacking” provision found in Hughes’s insurance policy was not ambiguous when it was construed with the policy as a whole. First, the policy’s Declarations page clearly indicated that the whole policy consisted of the Declarations page plus the terms, limitations, and restrictions found in the accompanying Policy Booklet. Second, the “anti-stacking” provision found in the Policy Booklet could reasonably be understood by the average layperson to mean that multiple coverage limits would not be added

together and the policy with the highest coverage limit would determine the maximum amount of coverage available for a single injury. Therefore, State Farm fulfilled its contractual obligation to Hughes when it paid her the maximum amount of UIM coverage available under a single policy.

Opinion by Anthony Rex Gabbert, Judge

Date: 3/29/16

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